

To United States Banruptcy court Southern District of New York

In re LEHMAN BROTHERS HOLDINGS INC , Debtors

From :

FOREST HOLDINGS INC

Rogerio Mauricio Silva Costa

Claim Number : 64161

Date Filed : 11/3/2009

Debtor : 08-13555

Classification and amount : Unsecured : 204.063,33

Subject : Oppose the Disallowed and Expunged Claim

Please note that the claim was sended 6 days before and and corrier DHL was confirmed that document was received at 11/2/2009 , I 'm shure that something happen in receiver when made registration with date.

Please accept this explanation , i'm shure you will attend to this my objection.

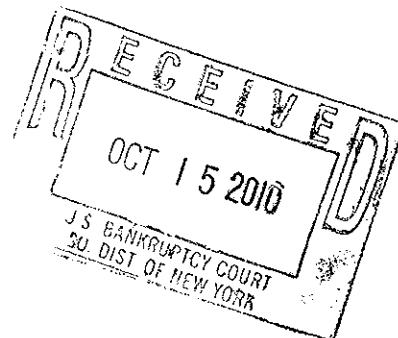
Please reply to :

Rua Biarritz nº 4 , escrit b

2765-200 Estoril, Portugal

Phone number : 00 351 21 4647189

As representative



Track this shipment via the DHL Web Site: <http://www.dhl.com>

3155852814

1. PAYMENT	
Charge To <input checked="" type="checkbox"/> Sender <input type="checkbox"/> Receiver <input type="checkbox"/> 3rd party	
Payer Account No. CASHLIS	
Shipment Insurance (see reverse)	
<input type="checkbox"/> Yes Insured value <small>Not all payment options are available in all countries.</small>	
2. FROM (SHIPPER)	
Shipper's account no. CASHLIS	Contact name
Shipper's Reference (up to 32 characters but only first 12 will be shown on invoice) 207076	
Company name ROGERIO DA COSTA	
Address RUA D MARIA DORES PAYZINHO 66 LOTE 4 R/C CARCAVELOS PORTUGAL JN. PACHECO @ MILLANWICH B.C.P.	
Postcode/Zip Code (required) 2775	Phone, Fax or E-Mail (required) 917366121
3. TO (RECIPIENT)	
Company name LEHMAN BROTHERS HOLDINGS C PROCESSING	
Delivery address DHL cannot deliver to a PO Box FDR STATION P.O. BOX 5076 NEW YORK	
Postcode 10150-5076	Country UNITED STATES OF AMERICA
Contact person C/O EPIQ BANK RUPTC	Phone, Fax or E-mail (required)

4. SHIPMENT INFORMATION	
Total number of packages 1	Total Weight 0.20 Kg gr
Dimensions in cm Length Width Height	
5. DECLARATION OF SHIPMENT CONTENTS	
Give content and quantity DHL Does Not Transport Cash 1 BOX	
6. DECLARATION OF COMMERCIAL DOCUMENTS AND CUSTOMS INFORMATION	
Attach the original and four copies of a Proforma or Commercial invoice. Sender's VAT/GST number: Receivers VAT/GST or Sender's EIN/SSN	
Declared value for customs (as on commercial/proforma invoice) 0.00 EUR	Harmonized commodity code if applicable
TYPE OF EXPORT <input type="checkbox"/> Permanent <input type="checkbox"/> Repair / Return <input type="checkbox"/> Temporary	
Destination duties/taxes if left blank receiver pays duties/taxes <input type="checkbox"/> Receiver <input type="checkbox"/> Sender <input type="checkbox"/> Other	
Specify destination/approved account number Signature 	
Unless otherwise agreed in writing, I/we agree that DHL's Terms and conditions of Carriage are all the terms of the contract between me/us and DHL and (1) such Terms and conditions and, where applicable, the Warsaw Convention limits and for excludes DHL's liability for loss, damage or delay and (2) this shipment does not contain cash or dangerous goods (see reverse).	
Signature 	
Date 27/10/09	
XPD	
CHARGES XPD 2.00 44.48 Other 0.00	
Insurance VAT PAT 10.00	
TRANSPORT COLLECT STICKER No. 10476	
PICKED UP BY	
Route No.	
Time Date	
DIMENSIONAL/CHARGEABLE WEIGHT Kg	
PICKED UP BY	
Type Expires	
PICKED UP BY	
Route No.	
Time Date	
PICKED UP BY	
Route No.	
Time Date	

DHL INTERNATIONAL GmbH TERMS AND CONDITIONS OF CARRIAGE (*Terms and Conditions*)

IMPORTANT NOTICE

When ordering DHL's Services, you as 'Shipper' are agreeing, on your behalf and on behalf of anyone else with an interest in the shipment, that the Terms and Conditions shall apply for the time that DHL accepts the Shipment unless otherwise agreed in writing by an authorized officer of DHL. Your statutory rights and entitlements under any defined service feature (for which additional payment has been made) are not affected.

'Shipment' means all documents or parcels that travel under one waybill and may be carried by any means DHL chooses, including air, road or any other carrier. A 'waybill' shall include any label produced by DHL's automated systems, air waybill or consignment note and shall incorporate these Terms and Conditions. Every Shipment is transported on a limited liability basis as provided herein. If 'Shipper' requires greater protection than Shipment Value Protection

1. **Customs, Exports and Imports**
DHL may perform any of the following activities on Shipper's behalf in order to provide its services to Shipper: (1) complete any documents, amend products or service contracts, pay any duties or taxes required under applicable laws and regulations, (2) act as Shipper's forwarding agent for customs and export control purposes and as a carrier solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the shipment to Receiver's import broker or another address upon request by any person who DHL believes in its reasonable to be authorized.

2. **Unacceptable Shipments**
Shipper agrees that its Shipment is acceptable for transportation and is deemed unacceptable if:

- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), any applicable government department or other relevant organisation;
no customs declaration is made when required by applicable customs regulations, or
DHL decides it cannot transport an item safely or legally (such items include but are not limited to: animals, bullet, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs)

3. **Deliveries & Undeliverables**
Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper (which in the case of mail services shall be deemed to be the first receiving postal service), but not necessarily to the named Receiver personally. Shipments to addresses with a central delivery area will be delivered to that area. If Receiver refuses delivery or to pay for delivery, or the Shipment is deemed to be unacceptable, or it has been determined for customs purposes, or Receiver cannot be reasonably identified located, DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold by Shipper without incurring any liability whatsoever to Shipper or anyone else, with the costs applied against service charges and related administrative costs, balance of the proceeds of a sale to be returned to Shipper

4. **Action**
The right to open and inspect a Shipment without prior notice to Shipper

5. **Charges & Billing**
All charges are calculated according to the higher of actual or volumetric and any Shipment may be re-weighed and re-measured by DHL. Inclusion of Shipper shall pay or reimburse DHL for all Shipment charges, duties and taxes paid for services provided by DHL on Shipper's or Receiver's or any third party's behalf and all costs and expenses incurred if the Shipment is deemed unsafe as described in Section 2.

6. **Delayed Shipments**
DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these are not guaranteed and do not form part of the contract. DHL is not liable for any damages or loss caused by delays

7. **Time Limits for Claims**
All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever

8. **Shipment Insurance (Not available for mail services)**
DHL can arrange insurance for Shipper covering the actual cash value in respect of loss or physical damage to the Shipment, provided the Shipper completes the insurance section on the front of the waybill or requests it via DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays

9. **Delayed Shipments**
DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these are not guaranteed and do not form part of the contract. DHL is not liable for any damages or loss caused by delays

10. **Circumstances Beyond DHL's Control**
DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to: 'Act of God' e.g. earthquake, cyclone, storm, flood, fog, Force Majeure, e.g. war, plane crash or embargo, any defect or characteristic related to the nature of the Shipment. e.g.

11. **Warsaw Convention**
If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention (Warsaw), if applicable, governs and in most cases limits DHL's liability for loss or damage.

12. **Shipper's Warranties and Indemnity**
Shipper shall indemnify and hold DHL harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws or regulations and for Shipper's breach of the following warranties and representations:

- all information provided by Shipper or its representatives is complete and accurate;

- The Shipment was prepared in secure premises by Shipper's employees;

- Shipper employed reliable staff to prepare the Shipment;

- Shipper protected the Shipment against unauthorized interference during preparation, storage and transportation to DHL;

- the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;

- all applicable customs, import, export and other laws and regulations have been complied with; and

- the waybill has been signed by Shipper's authorized representative and the Terms and Conditions constitute binding and enforceable obligations of Shipper

13. **Routing**
Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places

14. **Governing Law**
Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of DHL, to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law

15. **Severability**
The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

DHL COPY

Total 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re : Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., *et al.* : 08-13555 (JMP)
Debtors. : (Jointly Administered)

LBH OMN142 09-13-2010 (ADDRESS2,ADRKEYID3) 15778 MAIL ID *** 0033298946 *** BSIUSE: 399

FOREST HOLDING INC
ROGERIA MAURICIA SILVA COSTA
RUA D. MARIA DORES PAYZINHO 66, LT 4 BRC
CARCAVELOS, 2775 PORTUGAL

**THIS IS A NOTICE REGARDING YOUR CLAIM(S). YOU MUST READ IT
AND TAKE ACTION IF YOU DISAGREE WITH THE OBJECTION.**

**IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE OBJECTION,
PLEASE CONTACT DEBTORS' COUNSEL, CASEY BURTON, ESQ., AT 214-746-7700.**

**NOTICE OF HEARING ON DEBTORS' FORTY-SECOND
OMNIBUS OBJECTION TO CLAIMS (LATE-FILED LEHMAN PROGRAMS SECURITIES CLAIMS)**

CLAIM TO BE DISALLOWED & EXPUNGED	
Creditor Name and Address: FOREST HOLDING INC 60 MARKET SQAURE P.O. BOX 364 BELIZE CITY, BELIZE	Claim Number: 64161 Date Filed: 11/3/2009 Debtor: 08-13555 Classification and Amount: UNSECURED: \$ 204,063.33

PLEASE TAKE NOTICE that, on September 13, 2010, Lehman Brothers Holdings Inc. and certain of its affiliates (collectively, the "Debtors") filed their Forty-Second Omnibus Objection to Claims (Late-Filed Lehman Programs Securities Claims) (the "Objection") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").¹

The Objection requests that the Bankruptcy Court expunge, reduce, reclassify, and/or disallow your claim(s) listed above under CLAIM(S) TO BE DISALLOWED & EXPUNGED on the ground that said claim(s) violate the Bankruptcy Court's July 2, 2009 order setting forth the procedures and deadlines for filing proofs of claim in these chapter 11 cases (the "Bar Date Order") [Docket No. 4271], as they were filed after the November 2, 2009 bar date. Any claim that the Bankruptcy Court expunges and disallows will be treated as if it had not been filed and you will not be entitled to any distribution on account thereof.

If you do NOT oppose the disallowance, expungement, reduction or reclassification of your claim(s) listed above under CLAIM(S) TO BE DISALLOWED & EXPUNGED, then you do NOT need to file a written response to the Objection and you do NOT need to appear at the hearing.

If you DO oppose the disallowance, expungement, reduction or reclassification of your claim(s) listed above under CLAIM(S) TO BE DISALLOWED & EXPUNGED, then you MUST file with the Court and serve on the parties listed below a

¹ A list of the Debtors, along with the last four digits of each Debtor's federal tax identification number, is available on the Debtors' website at <http://www.lehman-docket.com>.

written response to the Objection that is received on or before 4:00 p.m. Prevailing Eastern Time on October 18, 2010 (the "Response Deadline").

Your response, if any, must contain at a minimum the following: (i) a caption setting forth the name of the Bankruptcy Court, the names of the Debtors, the case number and the title of the Objection to which the response is directed; (ii) the name of the claimant and description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed, expunged, reduced, or reclassified for the reasons set forth in the Objection, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the Objection; (iv) all documentation or other evidence of the claim, to the extent not included with the proof of claim previously filed with the Bankruptcy Court or provided to the Debtors in response to the Derivative Questionnaire and/or Guarantee Questionnaire (as defined in the order, dated July 2, 2009, establishing the deadline for filing proofs of claim, approving the form and manner of notice thereof and approving the proof of claim form [Docket No. 4271]), upon which you will rely in opposing the Objection; (v) the address(es) to which the Debtors must return any reply to your response, if different from that presented in the proof of claim; and (vi) the name, address, and telephone number of the person (which may be you or your legal representative) possessing ultimate authority to reconcile, settle, or otherwise resolve the claim on your behalf.

The Bankruptcy Court will consider a response only if the response is timely filed, served, and received. A response will be deemed timely filed, served, and received only if the original response is actually received on or before the Response Deadline by (i) the chambers of the Honorable James M. Peck, One Bowling Green, New York, New York 10004, Courtroom 601; (ii) attorneys for the Debtors, Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Shai Waisman, Esq.); (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Andy Velez-Rivera, Esq., Paul Schwartzberg, Esq., Brian Masumoto, Esq., Linda Riffkin, Esq., and Tracy Hope Davis; Esq.); and (iv) attorneys for the official committee of unsecured creditors appointed in these cases, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Dennis O'Donnell, Esq., and Evan Fleck, Esq.)

A hearing will be held on October 27, 2010 to consider the Objection. The hearing will be held at 10:00 a.m. Prevailing Eastern Time in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, Courtroom 601. If you file a written response to the Objection, you should plan to appear at the hearing. The Debtors, however, reserve the right to continue the hearing on the Objection with respect to your claim(s). If the Debtors do continue the hearing with respect to your claim(s), then the hearing will be held at a later date. If the Debtors do not continue the hearing with respect to your claim(s), then a hearing on the Objection will be conducted on the above date.

If the Bankruptcy Court does NOT disallow, expunge, reduce or reclassify your claim(s) listed above under CLAIM(S) TO BE DISALLOWED & EXPUNGED, then the Debtors have the right to object on other grounds to the claim(s) (or to any other claims you may have filed) at a later date. You will receive a separate notice of any such objections.

You may participate in a hearing telephonically provided that you comply with the Court's instructions (including, without limitation, providing prior written notice to counsel for the Debtors and any statutory committees), which can be found on the Court's website at www.nysb.uscourts.gov.

If you wish to view the complete Objection, you can do so on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted on the internet at www.nysb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or for free at <http://www.lehman-docket.com>. If you would like to request a complete copy of the Objection at the Debtors' expense, please contact the Debtors' approved claims agent Epiq Bankruptcy Solutions, LLC toll-free at 1-866-879-0688.

If you have any questions about this notice or the Objection, please contact Debtors' counsel, Casey Burton, Esq., at 214-746-7700. CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

DATED: September 13, 2010
New York, New York

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
(212) 310-8000
Shai Y. Waisman
ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION